ity over the District of Columbia. *U. S.* v. *Cornell*, 2 Mason (U. S. C. C.) 60. Whether there is a difference, as regards commerce, between the District and land under the exclusive control of the federal government used for dock-yards, etc, has not been considered. On principle there is no ground for such a distinction. The case follows a dissenting opinion of Miller, J., holding that commerce "among the states" is commerce between the citizens of one state and those of another *state*. See *Stoutenburgh* v. *Hennick*, *supra*.

LANDLORD AND TENANT — CONDITIONS AND COVENANTS IN LEASES — COVENANT AGAINST ASSIGNMENT. — A lease contained a covenant against assignment by the lessee or others having his estate in the premises. The lessee devised his interest to his executors upon certain trusts, and they transferred the estate to themselves as trustees. *Held*, that there is no breach of the covenant. *Squire* v. *Learned*, 81 N. E. 880 (Mass.).

Two views are possible as to the scope of a covenant against assignment. One is that only an alienation *inter vivos* by the lessee is forbidden; the other, that the covenant also forbids testamentary disposition. An early case took the distinction that, while in general a devise is a breach, it is permitted if the devisee be named executor. *Windsor* v. *Burry*, Dyer 45 *b*, note. This seems erroneous, since the executor as devisee is as distinct as any stranger from the executor as such. The only justification for the present decision must lie in the proposition that a devise of the leasehold estate is not a breach of a covenant not to assign. *Fox* v. *Swann*, Styles 482; *contra*, *Barry* v. *Stanton*, Cro. Eliz. 330. It is no breach for the lessee's administrator to transfer the estate to the next of kin, or to sell it as assets. *Seers* v. *Hind*, 1 Ves. Jr. 294. Hence it would seem that a true construction of the covenant should likewise allow a testamentary disposition by the lessee. The object of the covenant is to keep the term out of objectionable hands; and this purpose is as likely to be defeated if the lessee dies intestate as if he directs to whom it shall pass at his death.

LEGACIES AND DEVISES — ABATEMENT — LEGACY IN SATISFACTION OF A DEBT. — The testator bequeathed £3,000 to the trustees of his daughter's marriage settlement in satisfaction of his covenant to pay them £1,000. *Held*, that the legacy abated equally with other general legacies. *In re Wedmore*, [1907] 2 Ch. 277.

Priority of one general legacy over another is not allowed without clear proof that such was the testator's intention. *Appeal of the Trustees*, 97 Pa. St. 187. But a legacy sustained by valuable consideration is favored on the principle that the legatee is a purchaser for value. *Blower* v. *Morret*, 2 Ves. 420; *Reynolds* v. *Reynolds*, 27 R. I. 520. This seems correct when a bequest is made in satisfaction of an unliquidated claim against the testator's estate, for any excess of the legacy over the actual value of the claim is compensation to the creditor for waiving his chance of recovering a greater sum by litigation. See *Borden* v. *Jenks*, 140 Mass. 562, 564. This consideration does not apply, however, where the legatee's claim was already liquidated, since the creditor then runs no risk of loss by accepting the legacy instead of suing for his debt. There is then no basis for a conclusion that the legacy, at least any sum in excess of the testator's liability, was intended to be paid before bequests to volunteers, and the principal case seems correct. If, however, the legacy abates below the value of his claim, the legatee may waive it and recover as a creditor. See *Collins* v. *Cloyd*, 29 S. W. 735 (Ky.).

LIBEL AND SLANDER — ACTS AND WORDS ACTIONABLE — SUIT BY CORPORATION. — The defendants published an article which stated that an officer of the plaintiff corporation was an ex-criminal and "a tout sleek enough in his methods to have corralled bankers and brokers of unimpeachable legitimacy as clients for the New York Bureau of Information." *Held*, that the article is a libel *per se* for which the plaintiff may recover. *New York Bureau of Information* v. *Ridgway-Thayer Company*, 104 N. Y. Supp. 202 (App. Div.).

While the tendency of modern adjudication is to treat corporations as natural persons, the courts have not recognized that a corporation has a personal character independent of its trade or business. *Trenton, etc., Ins. Co.* v. *Perrine*, 23 N. J. L. 402. A corporation has been refused recovery for an injury to its reputation by a false accusation of corrupt practices. *Mayor, etc., of Manchester* v. *Williams*, [1891] 1 Q. B. 94. But a corporation has a business character, and it is well settled that it may recover for libel without proof of special damage where its business reputation is concerned. *Metropolitan, etc., Co.* v. *Hawkins*, 4 H. & N. 87; *Union Assoc. Press* v. *Heath*, 49 N. Y. App. Div. 249. It has also been held that a corporation cannot maintain an action for slander when the words were spoken of one of its officers, if the slander be not in direct relation to the business of the corporation. *Brayton* v. *Cleveland, etc., Co.*, 63 Oh. St. 83; see 14 HARV. L. REV. 289. But in the present case the defamation does relate to the business of the corporation. Moreover the inference is that the officer's connection with the company still continues. Consequently the article directly concerns the present business reputation of the plaintiff, and the result reached seems correct.

MORTGAGES — FORECLOSURE — MORTGAGOR'S RIGHT TO SURPLUS IN HANDS OF FIRST MORTGAGEE. — After a foreclosure sale the representative of the deceased mortgagor sued the first mortgagee, who had notice of the rights of the second mortgagee, to recover the surplus. *Held*, that the plaintiff may recover. *Noar* v. *Bosse*, Sup. Ct. of Hawaii, June 20, 1907.

The decision is in accord with the existing authorities. *American Mortgage Co.* v. *Inzer*, 98 Ala. 608; *Itasca Investment Co.* v. *Dean*, 84 Minn. 388. Nevertheless it cannot be supported on principle. At common law the second mortgagee becomes entitled to the rights remaining in the mortgagor after making the first mortgage. One of these rights is that of receiving from the first mortgagee any surplus from the sale of the mortgaged premises. *Buttrick* v. *Wentworth*, 88 Mass. 79. It has been held that if the surplus is paid the mortgagor after notice of the claim of the second mortgagee, the person making such payment is still liable to the second mortgagee. *Fuller* v. *Langum*, 37 Minn. 74. Since the mortgagor has assigned his rights to the second mortgagee, it is difficult to see on what grounds he can base his claim against the first mortgagee, who is bound to hold the surplus for the second mortgagee if he has notice of the latter's claim. Furthermore, the surplus is what remains to secure the mortgagor's debt to the second mortgagee. To allow the mortgagor to recover, therefore, is to allow a debtor to recover his security without payment.

PLEDGES — TRANSFER OF POSSESSION — GOODS STORED ON PLEDGOR'S PREMISES. — A warehouse company of New York obtained floor-room in a knitting company's mills in Wisconsin by a nominal lease. The place was used, not as a public storehouse, but solely to store property of the knitting company. The keys of this storage-room were kept by employees of the knitting company, and the articles stored were changed without the warehouse company's knowledge. The storage receipts given for such property were transferred to several parties as security for loans. Upon the bankruptcy of the knitting company, their trustee in bankruptcy took possession of the property represented by the receipts. *Held*, that there is no pledge of the property such as to bind the trustee in bankruptcy. *Security Warehousing Company* v. *Hand*, 206 U. S. 415.

The law concerning the necessity of delivery for a valid pledge is in a somewhat unsettled state. Since bailment is essential to any valid pledge, it is a violation of legal principles to leave the pledgor in control, for the anomalous condition then arises that the same person is both bailor and bailee. See 14 HARV. L. REV. 303. A pledge without sufficient delivery may give the pledgee rights when the question lies solely between pledgor and pledgee. See *Adams* v. *Merchants Nat'l Bank*, 2 Fed. 174. But the rights of other creditors of the pledgor, even as represented by trustees in bankruptcy, should never be prejudiced by enforcing a pledge where the delivery was incomplete.